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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,¹

Debtors.

Chapter 11

Case No 23-13359 (VFP)

Jointly Administered

**NOTICE BY KEURIG GREEN MOUNTAIN, INC.
OF PRESERVATION OF RECOUPMENT AND SETOFF RIGHTS**

COMES NOW Keurig Green Mountain, Inc. who files its Notice of Preservation of Recoupment and Setoff Rights:

1. On July 5, 2023, Bed Bath & Beyond, Inc. (“BBBY”) owed Keurig Green Mountain, Inc. (“KGM”) \$3,400,825.00 as established by the proof of claim (Electronic Proof of

¹ The last four digits of Debtor Bed Bath & Beyond Inc.’s tax identification number are 0488. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 650 Liberty Avenue, Union, New Jersey 07083.

Claim Confirmation 3335-1-RGRXZ-477776343, Claim No. 10096) which was timely filed by KGM in this case.

2. Even though sales of KGM products to BBY ceased on or around March 9, 2023, BBY has failed to finalize claims that BBY asserts against KGM, including, but not limited to the following generalized categories: (a) unilateral deductions for product that was allegedly not delivered, but for which KGM has documentation proving delivery (b) taking deductions for early payment when the payments were not made early and were not entitled to a deduction; (c) taking deductions more than once; (d) invalid deductions and unearned discounts; and (e) claims for returned items from BBY to KGM that BBY has not participated with KGM in reconciling. BBY continues to modify the claims against KGM, but the modifications usually are lacking the requisite information and specificity, incorrect, improperly documented; and/or not in conformance with policies or practices.

3. Many of the claims that BBY asserts (and may continue to assert) against KGM are flatly incorrect, are improper and/or lack supporting documentation. To the extent that any of the claims BBY asserts against KGM are valid claims, the claims are fully subject to recoupment by KGM. Until and unless the claims of BBY against KGM are fully asserted, documented, and reconciled, KGM is unable to determine amounts that will be subject to recoupment and/or setoff.

NOTICE IS HEREBY GIVEN by KGM, as required by Section X.F.(4) of the Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and Its Debtor Affiliates filed by BBY (the “Plan”), as well as any other relevant clause of the Plan; that KGM **EXPLICITLY PRESERVES ANY AND ALL RIGHTS OF RECOUPMENT AND/OR SETOFF** against any claims (a) that BBY presently asserts against KGM or (b) may assert against KGM on any date after the date of this notice.

Dated: September 8, 2023

Respectfully submitted,

By: /s/ Catherine E. Youngman

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